Finance and Administrative Services Department • Purchasing Division 500 Castro Street • Post Office Box 7540 • Mountain View, California 94039-7540 • 650-903-6324 • FAX 650-968-5472

May	28, 2010	0		
Insert	Company	Name F	Here	

REQUEST FOR PROPOSALS FOR FENCE REPAIRS AT MOFFETT GATEWAY PROPERTY, NO. R101771.

The City of Mountain View invites your submittal of a proposal to provide the above-referenced goods and/or services according to the attached specifications, terms and conditions. Please complete this proposal as instructed below and return to the City at the address specified below and by the date due for proposal submittals.

TO:

Chris Hartje, Supervising Buyer City of Mountain View 500 Castro Street Mountain View, CA 94041

or

P.O. Box 7540 Mountain View, CA 94039-7540

The undersigned proposes to furnish to the City of Mountain View goods and/or services as defined herein for the prices shown herein in accordance with the specifications, terms and conditions attached hereto.

This Request for Proposals includes the following sections:

Section 1: Instructions for Submitting Bids (Pages 1-2)

Section 2: Terms and Conditions (Pages 3-10)

Section 3: Specifications (Pages 11-15)

### **SECTION 1: INSTRUCTIONS FOR SUBMITTING RESPONSES**

1.	Date Due: 4:00 PM	, Thursday, June 10, 2010
2.	Preproposal Confe	rence/Walk-Through:
	□ Required     □	Not Required
	If required, the date	, time and location of the pr

If required, the date, time and location of the preproposal conference/walk-through will be noted below. If required, the Vendor must attend the preproposal conference/walk-through to ensure that the Vendor is completely familiar with the work requested. The Administrative Services Manager may waive this requirement if, in the opinion of the Administrative Services Manager, the Vendor is familiar with the job.

The preproposal conference/walk-through will be held from 10 a.m. to 11 a.m. on Thursday, June 3, 2010 beginning at the Moffett Gateway Site, 750 Moffett Boulevard, Mountain View, California 94043.

- 3. **Questions:** Call the person named above at (650) 903-6324 for questions regarding this proposal process.
- 4. Reply Format: The entire proposal form, including all attachments, must be returned by the due date to the above address. Vendors must submit three (3) copies of the proposal. Please minimize the bulk of your proposal by only submitting one (1) copy of standard brochures and materials. You are free to organize your proposal as you wish, as long as it includes the requested information and all of the forms included in this Request for Proposals (RFP) are completed as required. Vendors must number all pages of any attachments to the RFP and reference page and paragraph number of the RFP for all comments to the RFP. Vendors are asked to clearly identify any limitations or exceptions to the requirements inherent in this Request for Proposals. Alternative approaches will be given consideration if the approach clearly offers increased benefits to the City.

The proposal must include at least four (4) references of recent similar work experience, preferably for city governments. These references must include a contact person, phone number, length of time with the reference and brief description of the work/deliverables performed. The proposal must also include the Vendor's: most recent audited financial statements; number of years in business; description of any current ongoing litigation and who the litigation is with; number of employees in Northern California (listed by type of job category); business organization chart; ownership of your company; resumés of owner,

president and/or top managers; and particular information regarding the individual who will be responsible for the work/deliverables requested in this RFP.

5. Responsiveness and Selection Process: The decision for selection will be made on a combination of criteria, including: total cost (including ongoing operating costs) and proposed value; similar successful experience; project management approach; technical merit; documented experience of employees to be involved with this service; quality and completeness of proposal; proof of warranty and repair services; degree and number of exceptions to specifications; proof of equivalency; flexibility and ability to be proactive; Vendor's ability to start the required services in a timely fashion; perception of company stability; and, if requested, oral presentation and tour of current similar work sites.

The City reserves the right to reject any and all proposals or to waive any minor errors, discrepancies or irregularities. The selection will be at the discretion of the Administrative Services Manager and may be made in any manner that best meets the needs of the City.

6. **Proposed Contract:** If one of the attachments to this RFP is a proposed contract, then the City intends to use the contract form in awarding this RFP. Vendors should review the terms and conditions contained in the contract and must note any exceptions, additions or modifications they would propose. Blanket substitution of the Vendor's standard contract for the City's proposed contract will not be permitted. If there is no attachment of a proposed contract, then the City plans to use the terms and conditions listed herein. If the Vendor desires to include additional terms and conditions, those terms and conditions to be added must be included in the Vendor's proposal and must be in a format easily readable by the City, to be at least 12-point type in black ink on white paper.

## SECTION II: TERMS AND CONDITIONS

- 1. Payment Terms: The City's payment terms are, at a minimum, net thirty (30) days after acceptance of service or delivery of goods. The Vendor's invoice must easily match the unit prices listed in this bid and must include the Vendor's Social Security number or Federal Tax I.D. number. Vendors may offer discounted payment terms and those should be listed on the Vendor's response.
- 2. <u>Time of Delivery/Completion</u>: Time is of the essence on this purchase order. The Vendor shall deliver all of the goods or complete all of the services called for under this proposal within the number of working/calendar days or by the date specified for completion in this proposal, unless the delays are caused by the City or by acts of God. Failure to deliver on time shall be grounds for termination of this Agreement or invoke "Liquidated Damages" if required below.
- 3. <u>Freight Charges</u>: All prices bid shall include all freight costs and ownership transfers to the City at the City's location and are F.O.B. destination to the designated locations. Freight, if quoted separately, shall be prepaid and added to the invoice with ownership transferring to the City when delivery is completed to the City's location.

<b>1</b> .	Liquidated Dama	ges:
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	Required		Not Required
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If required, it is agreed by the Vendor that if the goods or services are not delivered complete, as called for in this proposal, damages will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is, therefore, agreed that the Vendor will pay to the City the sum of Three Hundred Fifty Dollars (\$350) per day for each and every calendar day's delay in finishing the work in excess of the number of working or calendar days prescribed or in excess of the date specified for completion or delivery of the goods or services, whichever is applicable in this Proposal; and the Vendor agrees to pay said liquidated damages as herein provided; and in case the same are not paid, agrees that the City may deduct the amount thereof from any moneys due or that may become due the Vendor under this proposal.

Partial payments paid to the Vendor after the scheduled completion dates shall not be constituted as a waiver of the City's right to assess liquidated damages.

5. Firm Prices: All quotes will be held firm for a minimum of thirty (30) days after the proposal due date listed above to allow adequate time for the City to consider each proposal and make an award. All blanks for unit price and total price shall be completed. Any discrepancy between the unit price and the extended or total price shall be determined by taking the lower price. Upon receipt of this proposal by the City, the Vendor shall be presumed to be thoroughly familiar with all the aspects of this proposal, including installation sites and all specifications and requirements of this proposal. The failure or omission to examine any location, equipment, form, instrument or document shall in no way relieve Vendor from any obligation in respect to this proposal.

Upon award, pricing shall be held firm for the duration of the agreement.

6. Warranty: The delivered or installed goods, equipment or services shall be warranted to be free from defects in materials and workmanship. The warranty period shall begin upon acceptance by the City. As a minimum, all goods, equipment and services shall be warranted to operate satisfactorily in accordance with the requirements of these specifications, the representations of the Vendor and the published specifications of the manufacturer(s) for a period of at least one (1) year. Any defective goods, equipment or services shall be replaced or repaired within three (3) days at the City's location during the warranty period at no expense to the City.

7.	Prevailing Wages:	
	☐ Required ☑ Not Required	
8.	<u>MSDS</u> : General Industrial Safety Order 5195 requires Material Safety Data Sheets (MSDS) be supplied, for all applicable items, with the initial delivery.	
9. <u>Licensed Contractor</u> : All contractors bidding on work requiring a State of California Contractor's License must state under penalty of perjury that they a licensed contractor by listing their license number, date of expiration, type of license and description of that type of license. At a minimum, a Class C-13 Fer Contractor License is required.		
	Contractor's License No.:  Date of Expiration:  Type of License:  Description of License:	

- 10. Ownership and Collusion Financial Interest by City Employees: The bidder certifies, by signing this proposal, that he/she has not, directly or indirectly, been collusive with any other vendor or anyone else interested in this proposal. Additionally, the Vendor stipulates that no City officer or employee shall be financially interested, either directly or indirectly, in any contract, sale, purchase or lease to which the City is a party, and the Vendor stipulates that no City officer or employee has greater than five percent (5%) ownership in this company, as per Section 706 of the City of Mountain View Charter.
- 11. <u>Independent Contractor</u>: It is agreed that the Vendor is an independent contractor, and all persons working for or under the direction of the Vendor are Vendor's agents, servants and employees, and said persons shall not be deemed agents, servants or employees of the City.
- 12. **Assignment:** This Agreement, nor any part of this Agreement, may be assigned without the written consent of the other party.
- 13. <u>Termination</u>: The City may terminate this Agreement at any time with ten (10) days' written notice. The City will only pay for goods or services ordered and accepted by the City. Any payments made in advance will be returned to the City on a prorated basis, with the City only paying for those services actually provided.
- 14. <u>Funding Out Clause</u>: The City may terminate this Agreement every June 30, based upon the City Council not funding the purchase of goods or services to be provided in this Agreement after each July 1.
- 15. <u>Nondiscrimination</u>. The Vendor shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status or physical or mental disability.
- 16. Applicable Laws and Attorneys' Fees: This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.
- 17. <u>Subcontractors</u>: The City prefers a proposal with a single or primary vendor. If you propose a multi-vendor or subcontracted approach, clearly identify the responsibilities of each party and the assurances of performance you offer. The

Vendor is the prime contractor and is solely responsible for all of the Vendor's subcontractors.

#### 18. **Insurance:**

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a. <u>Commercial General Liability / Automobile Liability Insurance</u>: The Vendor shall obtain Commercial General Liability insurance and Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. The Vendor's insurance coverage shall be written on an occurrence basis.

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	Required	Not Required

Professional Liability Insurance

If required, the Vendor shall obtain Professional Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. Professional Liability insurance must be maintained and evidence of insurance shall be provided to the City for at least three (3) years after completion of work.

- c. <u>Workers' Compensation Insurance</u>: The Vendor shall obtain statutory Workers' Compensation insurance and Employer's Liability insurance in the amount of One Million Dollars (\$1,000,000) per accident.
- d. <u>Acceptability of Insurers</u>: Insurance is to be placed with insurers with a current *Best Rating* of A:VII unless otherwise acceptable to the City.
- e. <u>Verification of Coverage</u>: Insurance, deductibles or self-insurance retentions shall be subject to the City's approval. Original Certificates of Insurance with endorsements shall be received and approved by the City before work commences, and insurance must be in effect for the duration of the contract. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to the City or increase the duration of the project.

## f. Other Insurance Provisions:

(1) The City of Mountain View, its officers, officials, employees and volunteers are to be covered as additional insured by Endorsement CG 20 10 11 85 for Commercial General and Automobile Liability coverage.

- (2) For any claims related to this project, the Vendor's insurance coverage shall be primary and any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall not contribute to it.
- (3) Each insurance policy required shall be endorsed that a thirty (30) day notice be given to the City in the event of cancellation or modification to the stipulated insurance coverage.
- (4) In the event the Vendor employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of the Vendor to ensure that all subcontractors comply with the same insurance requirements that are stated in this Agreement.
- (5) Approval of the insurance by City or acceptance of the Certificate of Insurance by City shall not relieve or decrease the extent to which Vendor may be held responsible for payment of damages resulting from Vendor's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.
- (6) If, for any reason, Vendor fails to maintain insurance coverage that is required pursuant to this contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this contract and obtain damages from Vendor resulting from said breach. Alternately, City may purchase such required insurance coverage, and without further notice to Vendor, City may deduct from sums due to Vendor any premium costs advanced by City for such insurance.

### 19. **Hold Harmless:**

a. If Professional Liability Insurance **IS** required:

Vendor hereby agrees to and shall indemnify, defend and hold City, its officers, agents and employees harmless from any liability for damage or claims for damage for personal injury, including death and/or property damage, caused by negligent acts, errors or omissions in performance of professional services under this Agreement by Vendor or Vendor's contractors, subcontractors, agents or employees' operations under this Agreement. City shall cooperate reasonably in the defense of any action, and Vendor shall employ competent counsel, reasonably acceptable to the City Attorney.

If Professional Liability Insurance IS NOT required:

Vendor shall defend, indemnify and hold City, its officers, employees and agents harmless from any liability for damage or claims of same, including but not limited to personal injury, property damage and death, which may arise from Vendor or Vendor's contractors, subcontractors, agents or employees' operations under this Agreement. City shall cooperate reasonably in the defense of any action, and Vendor shall employ competent counsel, reasonably acceptable to the City Attorney.

20. **Reliance Upon Professional Skill:** It is mutually agreed by the parties that the

	City is relying upon the professional skill of the Vendor represents to the City that its work shall conform to get professional standards in the industry. Acceptance of City does not operate as a release of the Vendor's said	enerally recognized the Vendor's work by the
21.	Extending Contract Pricing: The successful Vendor was quoted herein to other political subdivisions (i.e., cities etc.).  Yes No	1 0
	If prices bid herein are offered to other political subdivided charges, if any, must be negotiated between the political vendor.	5
22.	Entire Agreement: This Agreement contains the entire the parties with respect to the subject matter herein. To agreements or understandings (whether oral or written parties relating to the subject matter of this Agreement expressed herein. If the attachments or exhibits to this inconsistent with this Agreement, this Agreement shall	There are no representations n) between or among the t which are not fully a Agreement, if any, are
23.	Bid Schedule:	
	Description	Lump Sum Bid
	Lot 1 – New Fencing Lot 2 – Repair Existing Fence	\$ \$
	Total Base Bid	\$
	Add/Alternate Bid Item Lot 3 – Add 2 foot extension	\$

24. <u>Signatures</u>: The undersigned understands and agrees that the conditions set forth in the instructions to vendors, the terms and conditions, the specifications, together with the proposal and any other documents submitted in response to the foregoing, shall form a part of and be construed with the purchase order/contract.

VENDOR:	
Company Name	Street Address of Company
Signature of Officer	City, State, Zip
Printed Name of Officer	Telephone No./Fax No.
Title of Officer	Federal I.D. Tax Number
AS-10^(RFP) (Rev. 7/12/05)	

## PROPOSER'S REFERENCES

The Proposer is **required** to provide a minimum of 4 references where work of a similar size and nature was performed within the 5 years. This will enable the City of Mountain View to judge the responsibility, experience, skill, and business standing of the Proposer.

### **REFERENCES**

Client Name:  Address:  Date of Project (when was work performed)  Describe what product or service was provided:	Phone Number:Fax Number:	
Client Name:Address:	Phone Number:	
Date of Project (when was work performed) Describe what product or service was provided:	Fax Number: Email address:	
Client Name:Address:	Phone Number:	
Date of Project (when was work performed) Describe what product or service was provided:	Fax Number:	
Client Name:Address:	Contact Name: Phone Number: Fax Number:	
Date of Project (when was work performed) Describe what product or service was provided:	Email address:	

## Moffett Gateway Property Chain link Fence Project Specifications

I. Project Description: Provide and install new chain link fencing and perform repairs to the existing perimeter fencing that surrounds the Moffett Gateway Site located at 750 Moffett Boulevard, Mountain View. It requires installation of approximately 910± lineal feet of six (6) high chain link fence, per City specifications. Please see attached aerial view of location and approximate distance measurements.

## II. Lot 1 - New Fencing:

- 1. Install approximately 910 linear feet of new chain link fence from the northwest corner of the PG&E Substation property and extend northerly along the east side of the access road located on the berm parallel to Stevens Creek, and extend to the existing fence near the intersection of the access road and Highway 101. Installation shall be a minimum of one-foot (1') off the existing road bed.
- 2. The new fence is to be 6 foot high with minimum 1 7/8" O.D. Schedule 40 steel posts spaced at 10 foot maximum constructed with chain link 11 gauge galvanized steel mesh. The fence shall be constructed with Safeguard End posts and corner posts shall be minimum 2 3/8" O.D. steel. This new fence shall connect at both ends to the existing fences surrounding the property.
- 3. Fence Specifications: Six (6") high chain link 11 gauge galvanized steel 2"mesh, with 1 7/8" O.D. Schedule 40 steel posts spaced at 10 foot maximum (10' OC), with center braces and 2-3/8 O.D. steel Safeguard end and corner posts (structural weight or better). Top and bottom tension wire. New fence shall connect at both ends to the existing fences surrounding the property.
- 4. Double Gates: Install (2) two double drive gates 10′ x 6′ at the locations shown on the attached aerial photo. 1 5/8″ Welded steel Gate Frames, Drive Gate Posts shall be minimum 2 7/8″ O.D. steel.
- 5. Footings: All footings shall be no less than ten (10") inches in diameter by no less than 20 inches deep.
- 6. Concrete Mix: Mix shall be 4 sack, class 2, thoroughly mixed before pouring into footing holes. Note: Fence posts shall placed on a minimum of four (4") inches of concrete to prevent contact with soil. Work concrete mix into holes thoroughly to eliminate voids.

7. Site Grading: Contractor is to level existing soil to within two (2) inches of the bottom of fence fabric.

## III. Lot 2 - Repair of Existing Fencing:

- 1. The existing fence is a chain link fence (approximately 1,450 linear feet) that is in need of repairs to close open or damaged sections of fencing (approximately 280 linear feet). The existing fencing materials are metal chain link fencing with poles that need to be straightened or repaired. Some support poles may need to be reset or replaced as determined by your physical inspection. A large portion of the fence has a tension wire at the top. Repair materials must match existing fence specifications and repair work must comply with commonly accepted best practices as outlined by industry standards, for example, International Fence Industry Association.
- 2. Currently there are overgrown trees and brush covering the enclosed property and covering or against portions of the fence which will be removed by the City prior to performing repairs.
- 3. Bidders must include a detailed description of proposed repairs with bid.

### IV. Lot 3 - Bid alternate:

- 1. Add a 2 foot section to existing fencing by the entry point to Moffett Blvd. and approximately 70 linear feet along Moffett Blvd to the Caltrans lot adjacent to the Moffett Gateway Property. Task is to bring the fence to the desired 6 foot height to enclose the property. Materials shall match existing fence specifications.
- 2. Bidders must include a detailed description of proposed addition, including material specifications, with bid.

### V. General Conditions:

- 1. Portions of the fencing are adjacent to Highway 101 and a merging ramp onto Highway 101. Proper roadway safety procedures as required by Caltrans must be followed. A Caltrans permit must be obtained and all required roadway safety procedures implemented as required by Caltrans if Contractor's vehicles are parked on any portion of the highway.
- 2. Working hours shall be weekdays or weekends between the hours of 8:00am to 5:00pm. Any operations that impact Moffett Blvd. will need to follow approved

roadway safety standards by the jurisdiction having authority over this roadway.

3. All workmanship and materials shall be warranted by the contract for a minimum of one year from the date of acceptance by the City.

## VI. Contractor Responsibilities:

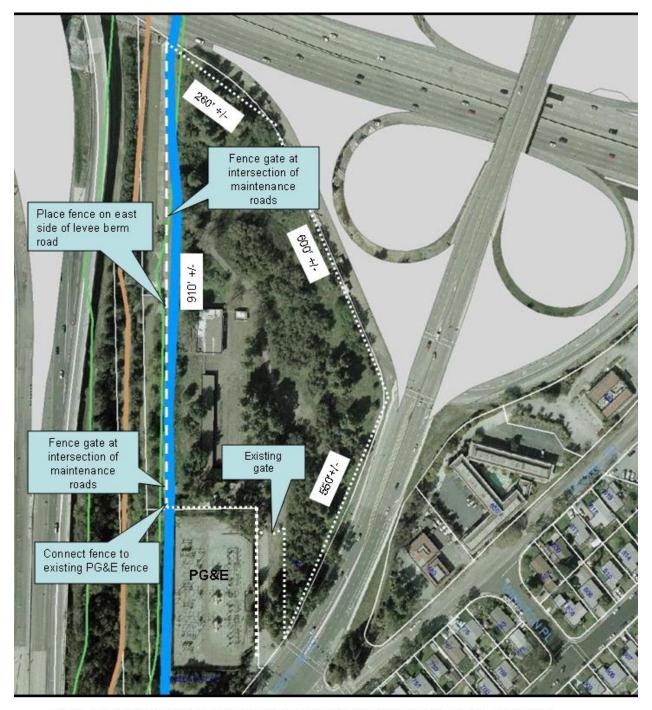
- 1. The contractor shall furnish all labor, materials, supplies, (except as noted, under City responsibilities) and equipment necessary to install fence.
- 2. Contractor shall carefully examine the property perimeter to accurately assess the scope of work for this project. The contractor is solely responsible for surveying the site and to the accuracy of his/her bid to install new fencing and to repair the existing on-site fence. All measurements are intended to provide guidance as to the scope of work and are not exact measurements for bid quote purposes.
- 3. The contractor shall be responsible for his/her equipment, supplies and materials at the work site.
- 4. The contractor shall use trained personnel and keep the work site clear of safety hazards.
- 5. The contractor shall be responsible for the security of the work site and product workmanship until final acceptance of the project by the City. Any damage or vandalism to the fence shall be the contractor's responsibility.
- 6. The contractor shall be responsible for any liability or claims arising from negligence of his/her employees, agents, subcontractors.
- 7. The contractor must give the City five (5) days notice prior to commencing work.
- 8. The contractor shall perform work between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, unless otherwise authorized by the City. No work shall be performed during holidays.
- 9. Contractor is to verify all underground utilities before auguring holes for fence posts. Contact P.G. and E. for underground utility services or coordinate with the City.

- 10. Contractor to complete project within ten (10) calendar days from date of City issuing a Purchase Requisition (P.O.) to commence work.
- 11. The contractor and employees are to recognize that they are performing an integral and highly visible service for the citizens of Mountain View. The citizens are accustomed to high-quality service performance with respect to their needs, wishes and concerns.
- 12. Employees working on this project shall behave in a professional manner at all times. All public contact shall be courteous, congenial and informational. Discourteous or abusive treatment to citizens will not be tolerated.
- 13. The contractor shall prohibit the use of alcoholic beverages and/or drugs of any nature, other than for medical purposes by its employees.
- 14. If played, radios and similar devices shall not be played loud enough so as to disturb citizens.
- 15. Employees shall present a neat and clean appearance at all times.
- 16. If any employee violates any of these provisions or appears to be incompetent or to be acting in an improper manner, that person shall be immediately removed from the job by the contractor.

## VII. City Responsibilities:

- 1. The City shall repair any irrigation that is damaged by the contractor on this project, unless damage was intentional.
- 2. The City shall provide an inspector during normal work hours and days of the project (7 A.M. to 3:30 P.M., Monday through Friday), at no charge to the contractor. An hourly rate of time and one-half (1 1/2) for inspections will be charged by the City for any required inspections outside of the normal work hours and days.
- 3. Currently there are overgrown trees and brush covering the enclosed property and covering or against portions of the fence which will be removed by the City prior to performing repairs.

Aerial Map of Moffet Gateway Site



**Note:** Aerial photo incorrectly shows Stevens Creek lying easterly of the berm road. The berm road is east of the creek.

- - - New cyclone fence (approx. 910 l.f.)

Existing fence (some fence repairs required)